

**COMBINED SYNOPSIS/SOLICITATION**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the information in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

**Solicitation H92240-16-Q-1018 is issued as a request for quotation (RFQ).**

It is the Government's intent to award a Sole-Source, Firm Fixed-Price contract to Owens Recovery Science Inc., 321 6<sup>th</sup> St., San Antonio, TX 78215-1842, for personalized tourniquet systems for blood flow restrictions. The anticipated award date is on or around 10 May 2017.

**THIS NOTICE IS NOT A REQUEST FOR COMPETITIVE QUOTATIONS;** however, all responsible sources may submit a quotation, which shall be considered by the agency. A determination by the Government not to compete this proposed contract based upon responses to this notice is solely within the discretion of the Government. Information received will normally be considered solely for the purpose of determining whether to conduct a competitive procurement.

**Quotes are due 03 May 2017 at 1:00 pm Pacific (Local Time).**

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-95, effective 01 January 2017 and DFARS Change Notice 20161222 effective 22 December 2016.

NAICS code	339112 Surgical and Medical Instrument Manufacturing
Small Business Size Standard	1,000

The following PROVISIONS AND CLAUSES apply to this acquisition and will be incorporated into any resultant contract:

**FAR PROVISIONS/CLAUSES BY REFERENCE:**

52.204-16	Commercial and Government Entity Code Reporting (provision)	
52.204-18	Commercial and Government Entity Code Maintenance	
52.204-19	Incorporation by Reference of Representations and Certifications	
52.212-1	Instructions to Offerors-Commercial Items (provision)	
52.212-3	Offeror Representations and Certifications Commercial Items Alt I (provision)	
52.212-4	Contract Terms and Conditions - Commercial Items	
52.232-39	Unenforceability of Unauthorized Obligations	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	
52.247-34	F.O.B. Destination	

**FAR PROVISIONS/CLAUSES BY FULL TEXT:**

**52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS ADDENDUM**

(m) *Quote Preparation and Submission Instructions.*

(1) Quotes are due **03 May 2017 at 1:00PM Pacific**. Email is the only acceptable method of quote submission.

(2) The quoter may submit written questions during the quote preparation period. **All questions must be received no later than 28 April 2017 at 8:00 AM Pacific**. Only written questions will receive a response.

(3) All questions and quotes shall be directed to the Contract Specialist by email, citing the RFQ Number in the subject, at the following address: [NSWKO1@socom.mil](mailto:NSWKO1@socom.mil)

(4) Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale in their quote.

(n) *Quote Format And Content.* Electronic quotes shall contain separate files for each volume. Individual emails shall not exceed 10 MB.

(1) **VOLUME I - INTRODUCTION**

Provide the following information:

- (i) Contractor Name, Commercial and Government Entity (CAGE) Code, and Dun & Bradstreet (DUNs) Number.
- (ii) Name, telephone numbers and e-mail address of person(s) to be contacted for clarification or questions to the quote.
- (iii) Fill-In Clauses: Provide all fill-ins or certifications required by the solicitation for inclusion in any resulting contract. Vendors must be registered in the System for Award Management (SAM) to be eligible for award; Quotes received without the completed copy of the provision at FAR 52.212-3 ALT I or completed SAM representation may be removed from consideration. Complete and submit the fill-ins for:
  - 5652.204-9000 Individual Authorized to Sign (2014)
  - 5652.204-9004 Foreign Persons (2006)

(3) **VOLUME II – PRICE**

Price. Submission Requirements: The quoter shall complete Attachment 2 – Pricing Spreadsheet to reflect all labor, material and associated costs to perform the work outlined in the Performance Work Statement. The Government may require additional “other than cost and pricing data” prior to award.

(o) *To be considered timely.* E-mail quote must be received in its entirety in the designated E-mail inbox by the due date and time for final quote submission. An E-mail quote that resides on a Government server, but has not appeared in the designated E-mail inbox by the due date and time for quote submission will be considered late in accordance with FAR 15.208(b). Therefore, it is incumbent upon the Contractor to ensure that its entire quote is received by the Agency by the designated due date.

(End of provision)

**52.212-2 EVALUATION -- COMMERCIAL ITEMS (OCT 2014)**

(a) The Government’s intent to award a Sole-Source, Firm Fixed-Price contract to Owens Recovery Science Inc., 321 6<sup>th</sup> St., San Antonio, TX 78215-1842. The following factors shall be used to evaluate quotes:

**Price.** All prices will be evaluated for reasonableness in accordance with FAR 13.106-3.

(End of Provision)

**52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN2 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

**X** (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

**X** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X** (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

**X** (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 25.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

**X** (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any

public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)   X   (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

       (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



(End of Clause)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>  
[www.acq.osd.mil](http://www.acq.osd.mil)

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**DFARS PROVISIONS/CLAUSES BY REFERENCE:**

252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7005	Representation Relating to Compensation of Former DoD Officials (provision)
252.204-7000	Disclosure of Information
252.204-7003	Control Of Government Personnel Work Product
252.204-7004	Alternate A, System For Award Management
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (provision)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American – Balance of Payments Program Certificate
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7048	Export-Controlled Items
252.232-7003	Electronic Submission Of Payment Requests And Receiving Reports
252.232-7006	Wide Area Workflow Payment Instructions ( <i>fill in at time of award</i> )
252.232-7010	Levies on Contract Payments
252.244-7000	Subcontracts for Commercial Items
252.247-7023	Transportation of Supplies by Sea

**DFARS PROVISIONS/CLAUSES BY FULL TEXT:****252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011)**

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section [211.274](#) of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart [204.71](#) of the Defense Federal Acquisition Regulation Supplement and PGI [204.71](#). A sample line item structure and a proposed alternative structure are as follows: **SEE ATTACHED PRICING SPREADSHEET**

(End of provision)

#### **SOFARS PROVISIONS/CLAUSES BY FULL TEXT:**

##### **5652.201-9002 AUTHORIZED CHANGES ONLY BY CONTRACTING OFFICER (JAN 2005)**

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The e-mail address and telephone number of the Contracting Officer is listed in Section 31.b. of the SF1449.

(end of clause)

##### **5652.204-9000 INDIVIDUAL AUTHORIZED TO SIGN (2014)**

(a) Proposals shall be signed by an authorized individual. The offeror hereby represents that the individual designated below is authorized to bind the corporation, partnership, individual or educational institution. Evidence of authorization shall be provided by the offeror in accordance with the applicable instructions below. If the offeror is a joint venture, each participant in the joint venture shall submit a separate representation.

(1) CORPORATIONS: The signatory must be an official or person otherwise authorized to bind the corporation. A Corporate representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the corporation. Corporations may establish the authority of its agents by furnishing a power of attorney with the offer, a corporate resolution, or by causing the following representation to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the representation. I, \_\_\_\_\_, represent that I am the \_\_\_\_\_ of the firm named as the offeror herein; that \_\_\_\_\_ signed this contractual instrument on behalf of the corporation and is \_\_\_\_\_ of said corporation; that said contractual instrument was duly signed for and in behalf of said corporation by authority of its governing body; and is within the scope of its corporate powers. AFFIX CORPORATE SEAL (Note: If a corporation does not have a seal or the offer is being submitted electronically, the offeror may print the word "SEAL".) \_\_\_\_\_ (Signature)

(2) PARTNERSHIPS: Partnerships shall establish their authority and the authority of their agents by completing the following representation, provided that it is executed by a partner other than the person signing the contractual instrument. I, \_\_\_\_\_, represent that I am a partner of the firm of \_\_\_\_\_ consisting of the following partners \_\_\_\_\_; that \_\_\_\_\_ signed this contractual instrument on behalf of said firm and is \_\_\_\_\_ of said firm; that said contractual instrument was duly signed for and in behalf of said firm by authority of partnership; and is within the scope of its corporate powers. \_\_\_\_\_ (Signature)

(3) INDIVIDUALS: The signatory must be the owner and the contractual instrument shall be signed as such unless an agent's authority has been established through a power of attorney. Individuals submitting contractual instruments under an agent's signature must furnish a power of attorney to establish the agent's authority.

(4) EDUCATIONAL INSTITUTIONS: The signatory must be an official or person otherwise authorized to bind the educational institution. A representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the educational institution. Educational institutions may establish authority of their agents by furnishing with their offeror a power of attorney, a corporate resolution or by causing the following representation to be executed, provided that the same individual shall not execute both the contract and the representation. I, \_\_\_\_\_, represent that I am the \_\_\_\_\_ of the educational institution named as the offeror herein; that \_\_\_\_\_ signed this contractual instrument on behalf of the educational institution and is \_\_\_\_\_ of said educational institution; that said contractual instrument was duly signed for and in behalf of said educational institution by authority of its governing body; and is within the scope of its corporate powers. \_\_\_\_\_ (Signature)

(a) Once a power of attorney or corporate resolution has been submitted to establish the authority of its agents, provide reference to the Procurement Instrument Identification Number with which it was submitted by including the following statement in lieu of furnishing an additional copy: "Evidence to establish the authority of the agent signing this document was submitted with Document Number \_\_\_\_\_."

#### **5652.204-9003 DISCLOSURE OF UNCLASSIFIED INFORMATION AND NOTIFICATION REQUIREMENTS FOR CYBER SECURITY BREACHES (2013)**

(a) On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

(b) Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

(c) The protection of sensitive but unclassified data reflecting Special Operations technologies, personnel, plans, and business associations requires due diligence on the part of those in possession of such information. The application of appropriate security measures to ensure the safekeeping of USSOCOM and company proprietary data, intellectual property, and personnel data is the responsibility of all parties who have access to such information. All contractors

supporting USSOCOM are required to inform the Contracting Officer within three business days of when there has been a breach or successful penetration of the contractor's network(s) or information system(s). Breaches include unauthorized intrusions of the contractor's server(s) from external parties whether through introduction of malware, hacking, the compromise of access passwords, or any other unauthorized access or compromise. Breaches also include the physical loss of storage media such as disks, hard drives, thumb drives, laptops or other devices which contain duplicates of information contained on the contractor's data systems, or the willful or accidental transmission, copying or posting of contract information which has not been specifically authorized by the Contracting Officer. Estimates of damage and mitigation strategies will be submitted to the Contracting Officer within a period following the breach specified and agreed upon by the Contractor and the Contracting Officer.

(d) The Contractor shall include a similar requirement to this clause in each subcontract under this contract. Subcontractors shall submit request for authorization to release and notifications related to cyber security breaches through the prime contractor to the Contracting Officer.

(e) The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, newspaper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

#### **5652.204-9004 FOREIGN PERSONS (2006)**

In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: ):

- (1) Full Name:
- (2) Date of Birth:
- (3) Place of Birth:
- (4) Nationality:
- (5) Social Security Number:
- (6) Visa Status:
- (7) Current Address:
- (8) If a Subcontractor, Subcontractor Name and Address:
- (9) Biographic data and/or resume:

(End of Clause)

#### **5652.215-9016 TECHNICAL AND CONTRACTUAL QUESTIONS CONCERNING THIS SOLICITATION (2000) SECTION L**

All questions concerning this procurement, either technical or contractual must be submitted in writing to the Contracting Office. No direct discussion between the technical representative and a prospective offeror will be conducted unless it is deemed necessary by the Contracting Officer. Questions shall be sent to the following point of contact: [NSWKO1@socom.mil](mailto:NSWKO1@socom.mil)

#### **5652.233-9000 INDEPENDENT REVIEW OF AGENCY PROTESTS (2013)**

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision shall be made through the Contracting Officer to the HCD/FCO. If the HCD/FCO is the Contracting Officer, submit the request in accordance with [FAR 33.103\(d\)\(4\)](#) to: Chief, SORDAC-KM or SORDAC-KX as appropriate, 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 826-7504.

(End of Clause)

#### **LIST OF ATTACHMENTS:**

**Attachment 1- Performance Work Statement**

**Attachment 2- Pricing Spreadsheet**